



Selex ES Inc.
ELSAG ALPR Systems - Main Office
4221 Tudor Lane
Greensboro, NC 27410
Tel +1-877-773-5724
Fax +1-336-379-7164
Support Line: 1-866-9MPH900

7 Sutton Place
Brewster NY 10509 USA
Tel. +1-845-278-5425
Fax +1-336-379-7164

EXTENDED SOFTWARE WARRANTY TERMS AND CONDITIONS

For technical support or to arrange for service on your ELSAG product, call our toll-free 24-hour hotline at 1-866-9MPH900.

ELSAG ALPR SYSTEMS

LIMITED SOFTWARE WARRANTY COVERAGE

(a) Selex ES Inc. ("Licensor") warrants that the Software, without Modifications, will substantially conform to the Related Materials for the agreed upon "Warranty Period". Licensor does not warrant that Licensee's use of the Software and Related Materials will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof.

(b) If a Software defect arises and a valid claim is received within the Warranty Period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's discretion, be one of the following:

- (i) Licensor may attempt to correct or work around Errors;
- (ii) Licensor may replace the Software and Related Materials;
- (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor.

(c) THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Warranty, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than which the Software has been designed or from what the Licensor has recommended.

UPDATES AND UPGRADES

For the purposes of this Warranty coverage, an "update" is defined as an incremental software fix to a current software version, whereas an "upgrade" is defined as the release of a newer software version containing substantive functionality changes.

Provided that Licensee is in compliance with the terms and conditions of the License Agreement, Licensor agrees to make available to Licensee all updates, upgrades, improvements, and enhancements for the Software, if any, at no charge for the Warranty Period described above and then at the then updated fee schedule thereafter. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such upgrades, updates, improvements or enhancements. Licensee must remain in warranty coverage to receive the upgrades and updates. Lapse in warranty coverage will terminate Licensor's obligation to provide updates and upgrades. Software upgrades may result in additional service fees.

EXCLUSIONS AND LIMITATIONS TO THE SOFTWARE WARRANTY

This warranty does not apply to: (a) costs associated with the installation of the software; (b) incompatibility with other software; (c) user access restrictions; or (d) patches to existing software versions when a newer version is available.

SERVICE AGREEMENT TERMS AND CONDITIONS.

1. **General.** These general terms and conditions shall apply to all service provided to Customer by Selex ES Inc. ("Selex"). Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Selex to Customer ("Supplement"). Customer's submission of a purchase order or acceptance of service shall be deemed acceptance of these General Terms and Conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on Selex's assent to such additional or different terms.

2. **Agents.** Selex may appoint third parties to act as its agents in performance of its service obligations under this Service Agreement. All references herein to Selex shall be deemed to include such agents of Selex.
3. **Term.** The effective date of the initial term of service coverage shall commence upon receipt of Customer's purchase order for Extended Warranty coverage.
4. **Telephone Support and Remote Diagnosis.** To ensure that the product is repaired as quickly and efficiently as possible, Customer must work cooperatively with Selex Telephone Support to attempt to repair the product remotely upon their request. Such remote access may require that Customer establish an Internet connection, and to enable connectivity via services used by Selex such as LogMeIn Rescue, or a mutually agreed upon means of connectivity. If remote diagnosis and repair are not possible, the equipment may be returned to Selex for factory diagnosis and repair, or Selex may dispatch a technician to the site for an additional fee at Customer's request.
5. **Shipping.** For the repair or replacement of hardware under Warranty, Selex agrees to pay related shipping costs, including any insurance coverage.
6. **Indemnity.** Selex shall indemnify and hold Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Selex while on Customer's premises.
7. **Confidentiality.** Selex recognizes that during the performance of service hereunder, Selex may be exposed to information of a confidential nature relating to the business of Customer. Selex agrees to hold such information in confidence for Customer to the same extent Selex provides for its own information and not to disclose such information to any other party without the prior written consent of Customer.
8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELEX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF SELEX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
9. **Waiver.** Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
10. **Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Selex.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
12. **Replacement Parts.** In the maintenance of any product, Selex may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of Selex. Selex, at its option, may request the return of these parts.
13. **Coverage Eligibility.** Products that have been continuously covered by a Selex Warranty are eligible for immediate coverage under this Agreement. Other products will be eligible for coverage only if they meet Selex's specifications. At Customer's request, Selex may bring the product up to specification at Selex's then current rates for parts, labor and travel so that the product will be eligible for coverage.
14. **Fees.** Fees for service, if not covered by purchase contract or warranty, shall be as stated in a quotation and shall apply only to the products specified therein.
15. **Taxes.** Service fees are exclusive of all state/provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by the Customer, unless a valid exemption certificate is furnished by Customer.
16. **Invoices and Payment.** Customer shall pay amounts invoiced within 30 days from the date of invoice, unless invoice specifies otherwise. Selex may withhold service if Customer fails to make any payment when due.
17. **Lawyer's Fees.** If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including lawyer fees and collection costs.